

**Medina Valley Independent School District  
Board of Trustees  
Regular Meeting on Monday, September 25, 2023 at 6:00 PM  
Medina Valley ISD Central Office Board Room**

**A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, September 25, 2023, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.**

**I. First Order of Business**

- A Establish a Quorum
- B Pledge of Allegiance to the Flag followed by a Moment of Silence

**II. Student/Staff Recognition**

- A Texas State Board of Education "Student Hero Award" recipient: Manny Ramirez
- B Star Students - Potranco Elementary
- C Above & Beyond Service Staff Recognition - Potranco Elementary

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**III. Public Comment**

*At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.*

**IV. Closed Session**

- A Consultation with Attorney regarding Legal Issues related to a Level Three Grievance (TX Govt. Code Section 551.071) by telephone
- B **Personnel Matters (TX Govt. Code Section 551.074)**
  - 1 Level Three Grievance filed by Timothy Macmenamin and Raney Delp

**V. Discussion and Possible Action Items**

- A Consider and take possible action regarding Level Three Grievance of Timothy Macmenamin and Raney Delp

**VI. Announcements/Communications/Presentations**

- A District Branding Update
- B Construction Briefing
- C Financial Briefing
- D Superintendent Briefing
- E Board Committee Reports
  - Finance & Operations Committee - Matt Castiglione, Committee Chair
  - Construction Committee - Blane Nash, Committee Chair
  - Branding Committee - Jennilea Campbell, Committee Chair

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**VII. Continued Discussion and Possible Action Items**

**A Consent Agenda Items**

- 1 Minutes of Regular Board Meeting on August 28, 2023 and Special Meeting on September 13, 2023
- B Consider Agreement with Corgan Inc. for District Long Range Master Planning and Facilities Assessment Services
- C Consider Award of General Contractor for the Medina Valley Middle School Traffic Improvement Project and Delegate Authority to the Superintendent to Negotiate and Execute the Final Contract
- D Consider Final Completion and Payment for Safety Project at Potranco Elementary
- E Consider Legal Services Contract for General Legal Counsel Services with J. Cruz & Associates, LLC
- F Consider Nomination Resolution for the Two year Term on the Medina County Appraisal District Board of Directors
- G Consider Interlocal Agreement with The Alliance for Community Solutions Ltd. (ACS)
- H Consider Revisions and Additions to the 2023-2024 Compensation Plan
- I Consider Budget Amendment
- J Consider Agreement for Brokerage Services with TCG Advisory Services
- K Consider a Resolution of Self-Certification of Increased Micro-Purchase Threshold

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**VIII. Closed Session**

- A Personnel Matters (TX Govt. Code Section 551.074)
- B Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

**IX. Continued Discussion and Possible Action Items**

- A Consider Safety Purchase as presented in Closed Session
- B Consideration of Future Meeting Dates

**X. Adjournment**

# **Staff & Student Recognition**

# BRANDING COMMITTEE OVERVIEW

LET'S

GROW

TOGETHER



Our MVISD Branding Committee is working with a marketing agency to help the District create a **cohesive, long-range logo & branding guide.**

This guide will include **official colors, fonts and mascot options** for future MVISD campuses. It will also include a District logo.

Due to projected growth, the branding & logo guide will cover options for the **next 5 high schools and 12 middle schools.**

**PURPOSE**

These decisions impact:

- Facilities - colors used at campuses
- Student uniforms for extra curricular activities
- Merchandise purchased district-wide

**IMPACT**

# PROCESS

# CAMPUS LOGO TIMELINE

## **JULY 2023 - DECEMBER 2023**

- Committee is formed and will meet with marketing agency regularly.

## **OCTOBER 2023**

- Students, parents and community members will be surveyed for feedback that will help guide committee decisions.

## **NOVEMBER 2023**

- The committee will present their recommendations to the school board.
- Following board approval, student vote will determine which of the mascot & color options available will be selected for that next campus.
- This selection timeline will allow progress internally when it comes to purchasing of items and building design.

# DISTRICT LOGO TIMELINE

## **DECEMBER 2023 - APRIL 2024**

- Committee will meet with marketing agency regularly.

## **FEBRUARY 2024**

- Students, parents and community members will be surveyed for feedback that will help guide committee decisions.

## **MARCH 2024**

- The committee will present their recommendations to the school board.

# IMPLEMENTATION

# CAMPUS & DISTRICT LOGO ROLLOUT

## **SPRING 2024**

- Following campus logo selection by students, internal implementation will begin when it comes to the purchasing of items and new building designs.

## **SUMMER 2024**

- Update facilities as needed.
- Update web pages & electronic documents.
- Branding & logo guides will be shared district-wide.

## **START OF 2024-2025 SCHOOL YEAR**

- Official branding & logo guidelines will be rolled out.
  - *Disclaimer: please note that it may take additional time for this to be updated in full.*

**QUESTIONS?**



**Board of Trustees Meeting:  
Silos Elementary School  
Construction Briefing**

**GENERAL PROJECT SUMMARY:**

**General Contractor (CMR):** \_\_\_\_\_ Nunnelly General Contractor

Original Substantial Completion Date: \_\_\_\_\_ April 2024

Requested Days to Date: \_\_\_\_\_ Zero (0)

**Original Contract Sum (GMP):** \_\_\_\_\_ \$42,139,608.00

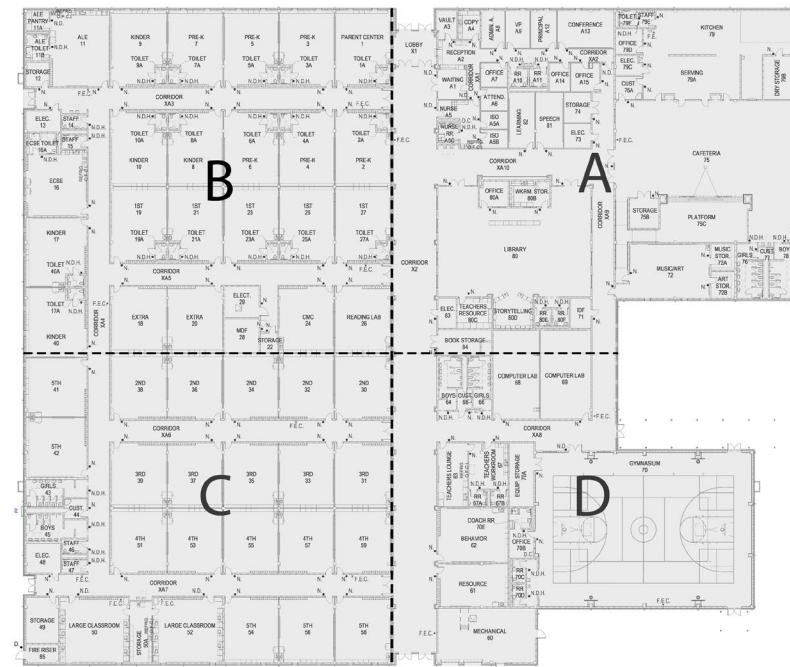
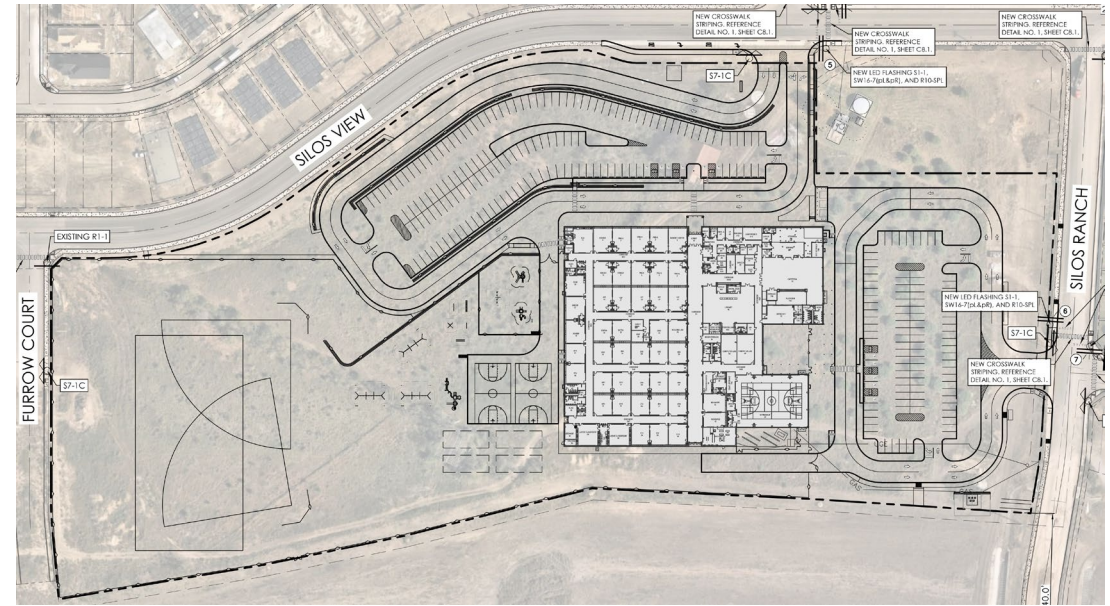
**Change Order Sum to Date:** \_\_\_\_\_ \$0.00

**Current Contract Sum:** \_\_\_\_\_ \$42,139,608.00

**Percentage of Work Complete:** \_\_\_\_\_ 58% - Pay Application No. 12  
\$24,547,676 Total Stored/Completed

# RECENT CONSTRUCTION ACTIVITY

1. Project submittal process is ongoing
2. Site work on ongoing
  - All-weather drives are now complete
  - Conduit for main electrical service is underway
3. Building Exterior
  - Exterior masonry is now complete and 90-95% waterproofed
  - All low roofs are dried-in
  - High roofs decking completed in Cafeteria and Library
  - High roof decking at main entrance is underway
  - Exterior wall insulation installation has begun
  - Window installation complete in Area 'B' and 'C'
4. Building Interior
  - CMU walls are nearing completion throughout
  - Sprinkler system is complete and tested in Area 'B' and 'C'
  - Wall framing is now complete in Area 'B' and 'C'
  - HVAC Duct insulation is completed in Area 'C'
  - HVAC Duct installation is on-going in Areas 'A' and 'B'
  - Electrical panel installation almost complete in Area 'C' and on-going in Area 'B'
  - Continuing plumbing rough-ins in all areas



## 2 WEEK LOOK AHEAD SUMMARY:

1. Begin decking the Gym Roof
2. Complete CMU walls on interior walls
3. Fabrication and installation of windows in Area 'A'
4. Begin installing exterior brick













## Construction Project Dates

### MV High School 2

#### Package 1 Milestone Dates:

- Pre-Proposal Conference Sept. 13, 2023
- Proposal Opening Sept. 21, 2023
- Board Meeting Recommendation Oct. 23, 2023

#### Package 2 Milestone Dates:

- Advertisement for Proposals Nov. 12, 2023 &  
Nov. 19, 2023
- Pre-Proposal Conference Nov. 15, 2023
- Proposal Opening Dec. 07, 2023
- Board Meeting Recommendation Jan. 22, 2024

### MV Middle School 3

#### Milestone Dates:

- Project Kick Off Meeting Sept. 1, 2023
- Project Programming Sept. 13, 2023
- Project Curation Oct. 23, 2023
- Schematic Design Completion Dec. 18, 2023
- Design Development Completion Mar. 18, 2024
- Construction Doc. Completion June 17, 2024

**AUGUST 2022-2023  
GENERAL FUND FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$36,257,754	\$36,370,359	(\$112,605)
5800 - STATE PROGRAM REVENUES	\$36,043,520	\$29,221,434	\$6,822,086
5900 - FEDERAL REVENUES	\$1,412,326	\$1,483,838	(\$71,512)
<b>TOTAL REVENUES</b>	<b>\$73,713,600</b>	<b>\$67,075,632</b>	<b>\$6,637,968</b>
<b>PROPOSED APPROPRIATIONS</b>			
11 - INSTRUCTION	\$40,340,029	\$39,562,239	\$777,790
12 - INST. RESOURCES & MEDIA SVCS	\$671,445	\$647,140	\$24,305
13 - CURRICULUM DEV.& INST.STF DEV	\$871,116	\$854,455	\$16,661
21 - INSTRUCTIONAL LEADERSHIP	\$1,078,778	\$1,051,490	\$27,288
23 - SCHOOL LEADERSHIP	\$3,645,870	\$3,628,511	\$17,359
31 - GUIDANCE & COUNSELING	\$2,757,641	\$2,557,602	\$200,039
32 - SOCIAL WORK SERVICES	\$565,242	\$450,585	\$114,657
33 - HEALTH SERVICES	\$827,463	\$784,411	\$43,052
34 - PUPIL TRANSPORTATION	\$4,747,689	\$4,495,634	\$252,055
35 - FOOD SERVICES	\$184,279	\$82,738	\$101,541
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,273,392	\$2,238,568	\$34,824
41 - GENERAL ADMINISTRATION	\$2,404,578	\$2,383,379	\$21,199
51 - PLANT MAINTENANCE & OPERATIONS	\$7,270,137	\$6,883,886	\$386,251
52 - SECURITY & MONITORING SERVICES	\$846,767	\$525,764	\$321,003
53 - DATA PROCESSING SERVICES	\$1,635,889	\$1,486,326	\$149,563
61 - COMMUNITY SERVICES	\$19,987	\$14,600	\$5,387
71 - DEBT SERVICES	\$778,065	\$327,201	\$450,864
81 - FACILITIES ACQ. & CONSTRUCTION	\$1,279,417	\$1,096,205	\$183,212
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$530,000	\$517,381	\$12,619
<b>TOTAL APPROPRIATIONS</b>	<b>\$72,732,784</b>	<b>\$69,588,114</b>	<b>\$3,144,670</b>

2022-2023 FUND BALANCE = \$ 25,540,029

3 MONTH OPERATING CASH FLOW = \$ 18,183,196

**AUGUST 2022-2023  
CHILD NUTRITION FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$1,500,152	\$1,686,649	(\$186,497)
5800 - STATE PROGRAM REVENUES	\$7,000	\$20,026	(\$13,026)
5900 - FEDERAL REVENUES	\$3,562,125	\$3,982,026	(\$419,901)
<b>TOTAL REVENUES</b>	<b>\$5,069,277</b>	<b>\$5,688,701</b>	<b>(\$619,424)</b>
<b>PROPOSED APPROPRIATIONS</b>			
35 - FOOD SERVICES	\$5,208,123	\$4,737,153	\$470,970
<b>TOTAL APPROPRIATIONS</b>	<b>\$5,208,123</b>	<b>\$4,737,153</b>	<b>\$470,970</b>

2022-2023 FUND BALANCE = \$ 1,832,889

3 MONTH OPERATING CASH FLOW = \$ 1,302,031

**AUGUST 2022-2023  
DEBT SERVICE FUND FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$19,623,032	\$20,589,886	(\$966,854)
5800 - STATE PROGRAM REVENUES	\$0	\$576,215	(\$576,215)
<b>TOTAL REVENUES</b>	<b>\$19,623,032</b>	<b>\$21,166,101</b>	<b>(\$1,543,069)</b>
<b>PROPOSED APPROPRIATIONS</b>			
71 - DEBT SERVICES	\$19,510,553	\$19,491,887	\$18,666
<b>TOTAL APPROPRIATIONS</b>	<b>\$19,510,553</b>	<b>\$19,491,887</b>	<b>\$18,666</b>

2022-2023 FUND BALANCE = \$ 5,542,221

3 MONTH OPERATING CASH FLOW = \$ 4,877,638

**AUGUST 2022-2023**  
**2023 BOND CAPITAL PROJECTS REPORT**  
**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<u>REVENUE</u>	<u>BUDGET AMOUNT</u>	<u>YEAR TO DATE ACTUALS</u>	<u>BALANCE</u>
BOND PROCEEDS	\$ 376,000,000	\$ 376,000,000	\$ -
BOND INTEREST	\$ -	\$ 1,253,636	\$ 1,253,636
<b>TOTAL REVENUES</b>	<b>\$ 376,000,000</b>	<b>\$ 377,253,636</b>	<b>\$ 1,253,636</b>
 <b><u>APPROPRIATIONS</u></b>			
<b><u>HIGH SCHOOL #2</u></b>			
CONSTRUCTION COSTS	\$ 288,082,832		\$ 288,082,832
FEES AND PERMITS	\$ 22,740,262	\$ 6,249,480	\$ 16,490,782
OFFSITE ROADWORK	\$ 9,902,880		\$ 9,902,880
CONSTRUCTION TESTING	\$ 1,337,662		\$ 1,337,662
SURVEY/GEO FEES	\$ 936,364	\$ 2,500	\$ 933,864
 <b><u>POTRANCO TRAFFIC IMPROVEMENTS</u></b>			
CONSTRUCTION COSTS	\$ 2,000,000		\$ 2,000,000
 <b><u>MIDDLE SCHOOL TRAFFIC IMPROVEMENTS</u></b>			
CONSTRUCTION COSTS	\$ 2,000,000	\$ 30,251	\$ 1,969,749
 <b><u>AG/ROTC CLASSROOMS</u></b>			
CONSTRUCTION COSTS	\$ 14,000,000		\$ 14,000,000
 <b><u>LAND</u></b>			
LAND COSTS	\$ 30,000,000	\$ 120,108	\$ 29,879,892
 <b><u>SAFETY</u></b>			
SAFETY	\$ 5,000,000		\$ 5,000,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 376,000,000</b>	<b>\$ 6,402,340</b>	<b>\$ 369,597,660</b>
 <b>BALANCE</b>	 <b>\$ -</b>	 <b>\$ 370,851,296</b>	



**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

# Superintendent Briefing

September 25, 2023

# Employees of the Month - September 2023

## Medina Valley MS



**Tricia Montes**  
BIP Aide



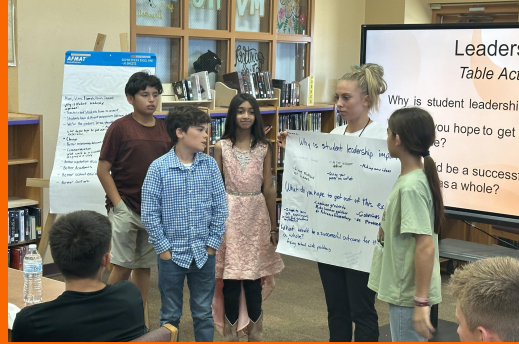
**Megan Nickel**  
Science Teacher/ Department Head



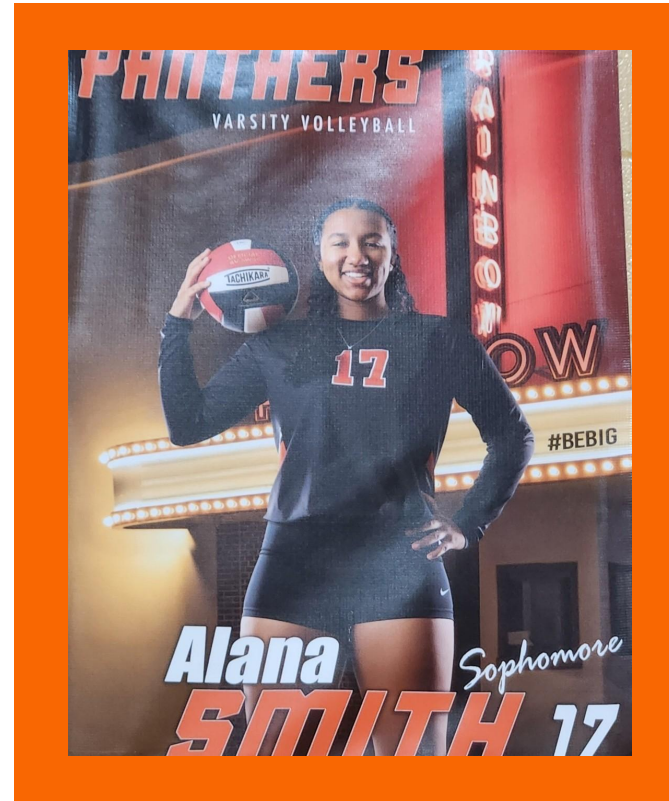
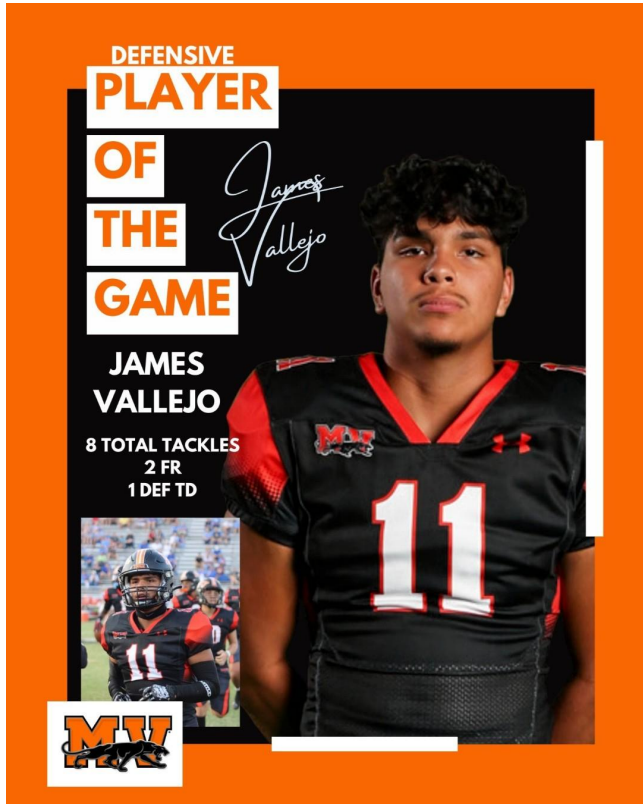
MVHS Cheerleaders were recognized on NEWS 4 SA as a San Antonio Sports Beyond the Game team.

# Grandparents Day





The MVISD Superintendent Student Leadership Advisory Council met for the first time this school year. They will continue to meet regularly.



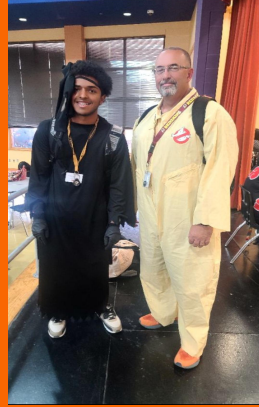
Medina Valley HS athletes James Vallejo and Alana Smith received a SA Express News Game Balls for their performances.



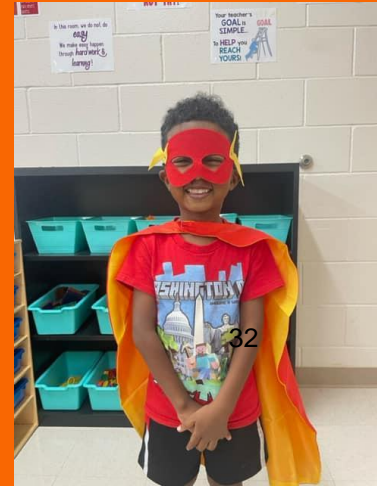
Matthew Tschirhart is a National Merit Scholarship semifinalist and will now advance to the Finalist level of the competition.

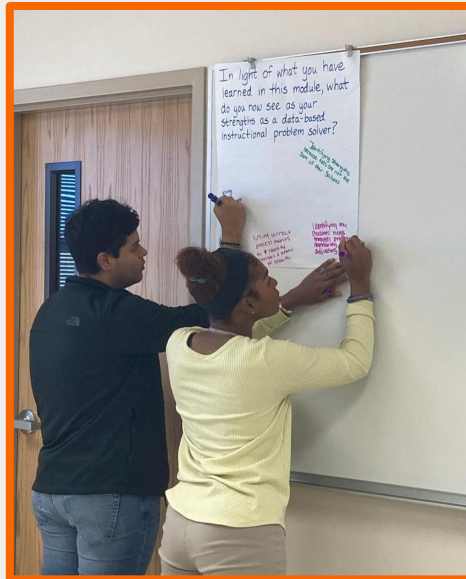
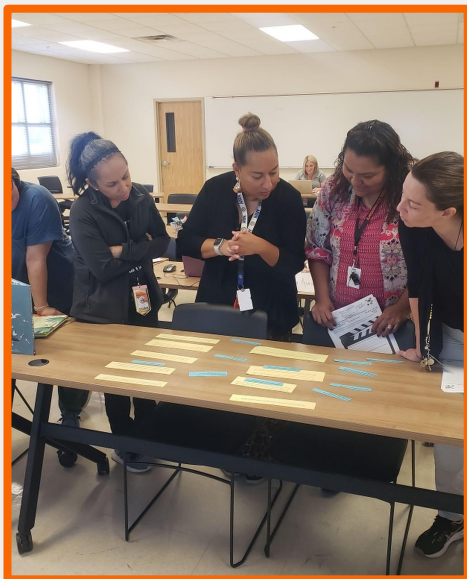


Aiden Fish and Laura Hill have been named Commended Students in the 2024 National Merit Scholarship Program



# Homecoming 2023





Medina Valley ISD educators launched their first Texas Reading Academies session learning all about the Science of Teaching Reading and using assessment data to inform their instruction.

# TEA Accountability Update

# DISTRICT ENROLLMENT

	5/25/23	9/18/23
Castroville Elementary	646	640
LaCoste Elementary	771	873
Ladera Elementary	778	864
Luckey Ranch Elementary	892	983
Potranco Elementary	899	888
Medina Valley Middle School	1,051	1,070
Loma Alta Middle School	801	907
Medina Valley High School	2,113	2,414
<b>DISTRICT-WIDE</b>	<b>7,951</b>	<b>8,639</b>

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

August 28, 2023, 6:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

A **Regular Board Meeting** of the Board of Trustees was held Monday, August 28, 2023, beginning at 6:00 PM at the Medina Valley ISD Central Office Board Room.

**I. First Order of Business**

**A Establish a Quorum**

Beth Zinsmeyer, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm. A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Veronica Cavazos, Jason Bonney, Nathan Fillinger, Blane Nash and Beth Zinsmeyer.

**B Pledge of Allegiance to the Flag followed by a moment of silence**

Everyone joined in the Pledge of Allegiance to the Flag followed by a moment of silence.

**II. Public Hearing for the 2023-2024 Budget and the 2023 Tax Rate**

**A Budget Presentation and Tax Rate Presentation**

**B Receive Public Comments on the Proposed 2023-2024 Budget and the 2023 Tax Rate – none**

**III. Public Comment - none**

**IV. Student/Staff Recognition - none**

**V. Closed Session**

Board President, Beth Zinsmeyer announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code 551.074 Personnel Matters, and TX Govt. Code Section 551.071 Consultation with Attorney regarding legal issues related to a Level Three Complaint grievance, the Board of Trustees would convene into a closed meeting at 6:05pm.

**A Consultation with Attorney regarding legal issues related to Level Three Public Complaint grievances (TX Govt. Code Section 551.071)**

**B Personnel Matters (TX Govt. Code Section 551.074)**

**1 Hear Level Three Public Complaint grievance filed by Timothy Macmenamin and Raney Delp**

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on August 28, 2023 at 7:44 pm.

**VI. Discussion and Possible Action Items**

**A Consider Level Three Public Complaint Grievance by Timothy Macmenamin and Raney Delp – This item was postponed until the next Regular Board Meeting.**

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

August 28, 2023, 6:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

**VII. Announcements/Communications/Presentations**

- A Construction Update, presented by Rafael Barajas
- B STARR Test Results Briefing, presented by Brandi Hendrix
- C Financial Briefing, presented by Juan C. Zamora
- D Superintendent Briefing, presented by Dr. Caloss
- E Board Committee Reports
  - Finance & Operations Committee, presented by Matt Castiglione – Committee Chair
  - Construction Committee, presented by Blane Nash - Committee Chair
  - Curriculum Committee, presented by Veronica Cavazos - Committee Chair

**VIII. Continued Discussion and Possible Action Items**

**A Consent Agenda Items**

- 1 Minutes of Regular Board Meeting on July 24, 2023 and Special Board Meeting on August 14, 2023

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve the consent agenda items as presented. All of the Board Members voted for and the Motion passed.

**B Consider 2022-2023 Final Amended Budget**

Jennilea Campbell made a Motion, seconded by Veronica Cavazos, to approve the 2022-2023 Final Amended Budget as presented. All of the Board Members voted for and the Motion passed.

**C Accept the Certified Appraisal Rolls for Medina Valley Independent School District**

Jason Bonney made a Motion, seconded by Blane Nash, to accept the certified appraisal rolls for the tax year 2023 from Medina County and Bexar County for Medina Valley Independent School District as presented. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District  
Regular School Board Meeting**

Board Minutes

August 28, 2023, 6:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

- A Consider Resolution to Appoint the Assistant Superintendent of Finance and Operations as the Designated Officer to calculate and report the no-new-revenue tax rate and the voter-approval tax rate of the district

Nathan Fillinger made a Motion, seconded by Matt Castiglione, to adopt the Resolution to appoint the Assistant Superintendent of Finance and Operations as the Designated Officer to calculate and report the no-new-revenue tax rate and the voter-approval tax rate of Medina Valley ISD as presented. All of the Board Members voted for and the Motion passed.

- D Consider No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2023 for Medina Valley Independent School District

Blane Nash made a Motion, seconded by Jason Bonney, to approve the “No-New-Revenue Tax Rate” and the “Voter-Approval Tax Rate” for the Tax Year 2023 as presented. All of the Board Members voted for and the Motion passed.

- E Consider Adoption of 2023-2024 Budget

Matt Castiglione made a Motion, seconded by Veronica Cavazos, to adopt the 2023-2024 Budgets as presented. All of the Board Members voted for and the Motion passed.

- F Consideration and Approval of Resolution to Set the Medina Valley Independent School District Tax Rate for 2023

Matt Castiglione made a Motion, seconded by Jason Bonney, to adopt the Resolution to Set the Medina Valley Independent School District Tax Rate of \$1.169200 for 2023, which is effectively a 1.06 percent increase in the tax rate. The Board President called for a roll call vote.

Nathan Fillinger voted for

Jason Bonney voted for

Jennilea Campbell voted for

Matt Castiglione voted for

Blane Nash voted for

Veronica Cavazos voted for

And I, Beth Zinsmeyer voted for

The Motion passed.

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

August 28, 2023, 6:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

**B Consider School Therapy Services Agreement**

Jennilea Campbell made a Motion, seconded by Veronica Cavazos, to approve the School Therapy Services Agreement as presented. All of the Board Members voted for and the Motion passed.

**C Consider Skyward Student Services Software License 23-24**

Veronica Cavazos made a Motion, seconded by Blane Nash, to approve the 2023-2024 Skyward Student Services Software License for 23-24 agreement as presented. All of the Board Members voted for and the Motion passed.

**D Consider Curriculum Agreement with Imagine Learning**

Veronica Cavazos made a Motion, seconded by Matt Castiglione, to approve the agreement with Imagine Learning as presented. All of the Board Members voted for and the Motion passed.

**E Consider 2023-2024 T-TESS Appraisal Calendar and Appraisers**

Veronica Cavazos made a Motion, seconded by Jason Bonney, to approve the 2023-2024 T-TESS Appraisal Calendar and Appraisers as presented. All of the Board Members voted for and the Motion passed.

**F Consider the 2023-2024 Student Code of Conduct**

Jason Bonney made a Motion, seconded by Nathan Fillinger, to approve the 2023-2024 Student Code of Conduct as presented. All of the Board Members voted for and the Motion passed.

**G Consider Resolution of Extracurricular Status of 4-H Organizations for Medina County and Bexar County**

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve the Resolution of Extracurricular Status of 4-H Organizations for Medina County and Bexar County as presented. All of the Board Members voted for and the Motion passed.

**H Consider Adjunct Faculty Agreements with Medina County and Bexar County**

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Adjunct Faculty Agreement with Medina County and Bexar County as presented. All of the Board Members voted for and the Motion passed.

**I Consider Public Information Act Non Business Designated Days**

Matt Castiglione made a Motion, seconded by Nathan Fillinger to approve the Public Information Act Non Business Designated Days as presented. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District  
Regular School Board Meeting**

Board Minutes

August 28, 2023, 6:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

**II. Closed Session**

Board President, Beth Zinsmeyer announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code 551.072 Deliberation Regarding Real Property, and TX Govt. Code Section 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices, the Board of Trustees would convene into a closed meeting at 8:45pm.

A Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

B Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on August 28, 2023 at 10:22pm.

**III. Continued Discussion and Possible Action Items**

A Consideration of future meeting dates

A Special Board Meeting/Workshop is scheduled for September 13<sup>th</sup> at 5 pm, and the next Regular Board Meeting is scheduled for September 25<sup>th</sup> at 6 pm.

**IV. Adjournment**

Veronica Cavazos made a Motion, seconded by Matt Castiglione, to adjourn the Regular Board Meeting at 10:22pm on August 28, 2023. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Beth Zinsmeyer, Board President

\_\_\_\_\_  
Jennilea Campbell, Board Secretary

Board Approved \_\_\_\_\_

**Medina Valley Independent School District  
Special School Board Meeting**

Board Minutes

September 13, 2023, 5:00 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

A **Special Board Meeting** of the Board of Trustees was held Wednesday, September 13, 2023, beginning at 5:00 PM at the Medina Valley ISD Central Office Board Room.

**I. First Order of Business**

**A Establish a Quorum**

Beth Zinsmeyer, Board President, called the Medina Valley ISD Special Board Meeting to order at 5:00 pm. A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Veronica Cavazos, Jason Bonney, Nathan Fillinger, Blane Nash and Beth Zinsmeyer.

**B Pledge of Allegiance to the Flag followed by a moment of silence**

Everyone joined in the Pledge of Allegiance to the Flag followed by a moment of silence.

**II. Public Comment - none**

**III. Team of 8 Board Workshop**

**IV. Adjournment**

Veronica Cavazos made a Motion, seconded by Nathan Fillinger, to adjourn the Special Board Meeting at 6:58 pm on September 13, 2023. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Beth Zinsmeyer, Board President

\_\_\_\_\_  
Jennilea Campbell, Board Secretary

Board Approved \_\_\_\_\_

# Medina Valley Independent School District

*Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 09-25-2023*

*RE: Consider approval of services for the District Long Range Master Planning and Facility Assessment.*

District Administration recommends approval to use Corgan Inc. for District Long Range Master Planning and Facility Assessment Services.



# Medina Valley ISD Qualifications Statement

Long Range Planning, Facility, Safety &  
Security Assessment

## Qualification Statement

As the fourth largest architecture firm in the U.S., Corgan creates places where our clients thrive, honors our promises and obligations, and builds relationships that make us stronger. This is evidenced by our industry-high 95% repeat client performance (the standard is 80%). We know this is due to how we operate: our large firm resources paired with the high-touch service level of a boutique firm makes us the ideal partner. We believe the following pillars not only differentiate our team, but also create community-driven solutions that sparks collaboration and ignites young minds:

**Committed to shaping the educational experience:** The learning experience, for both student and educator, is heightened in a well-designed space. With over 70 years of educational design experience throughout the state of Texas and nationally, we have worked with districts both large and small on similar long-range planning projects. We will partner with you to create customized solutions that fit within your culture and community.

**Dedicated team of education experts:** This proposed team has completed hundreds of master plans and educational facilities across the nation and is ranked in the top ten education design firms in the United States. We understand current trends, and more importantly, how to design schools that will prepare students for their next chapter. This local team will lead Medina Valley ISD through the planning process, from kickoff to project close, and every phase in between. We believe in true partnership, now and for years to come.

**Tailored long-range planning (LRP) approach:** Our team will work with Medina Valley ISD to discuss current and future goals. This step is essential to develop the structure for the district's future learning environments, as well as establishing a priority list for future improvements that will help the district communicate their goals to the community. Our methodology starts with listening and thoroughly reviewing your existing strategic facilities master plans to define the goals of the LRP. In this way, we can tune our services to provide a planning process and recommendations that fulfill the goal and advance the mission of the district. Rather than offering a fixed methodology, our flexible approach will focus our attention and resources on achieving your goal for the LRP.

**Safety and security at the center:** Corgan is dedicated in helping Medina Valley ISD create safer, more secure schools that help mitigate risk and meet current requirements. We will provide assessments and recommendations and implement core elements during documentation processes. When students and faculty feel safe in their environment, school can do what it does best — provide a safe and secure place to learn and grow.

**Client-focused process:** To us, taking a client through the process of creating architecture is an honor and a responsibility. We are passionate about education – going above and beyond is doing our job. We are careful stewards of your trust and resources and will work with you to deliver a thoughtful space within your dedicated resources. We are driven to be responsive, flexible and focused on you. We give everything we can to make the experience of working with our firm the best anywhere.

**Available and committed team:** We have the capacity to begin work immediately upon award and have available staff resources who are eager to take on new work. We carefully calculate our commitments and maintain a reserve capacity so we are able to undertake important commissions such as this. We feel confident we can provide for the successful and timely completion of this project. Every client deserves our optimal brainpower, creativity, expertise, and experience.

We believe that our continued success is based not only on our abilities, but also on the collaborative relationships we develop with our clients and communities. Our team is committed to listening to your needs, designing to your standards and delivering work that is focused on your vision to cultivate leaders and contributors to society.

# A Leading Architecture and Design Firm

Corgan has a decades-long reputation for great customer service. That unwavering commitment to our clients is the foundation of everything we do. Every decision we make is in our clients' interest. That same commitment extends to the users of the places we create. Our work is based on evidence, experiential research and hard data, helping us to understand their needs, desires, and dreams.



## Our Services

- Architecture
- Interior design
- Lighting design
- Change management
- Facility assessments
- Master planning
- Bond planning
- Feasibility studies
- Test fits
- Furniture strategy
- Environmental branding
- Roofing
- Media services
- Sustainable design

## Our Offices

- San Antonio
- Austin
- Dallas
- Frisco
- Houston
- Amarillo
- Los Angeles
- New York City
- Chicago
- Atlanta
- Phoenix
- Orlando
- San Francisco
- Singapore
- London
- Dublin

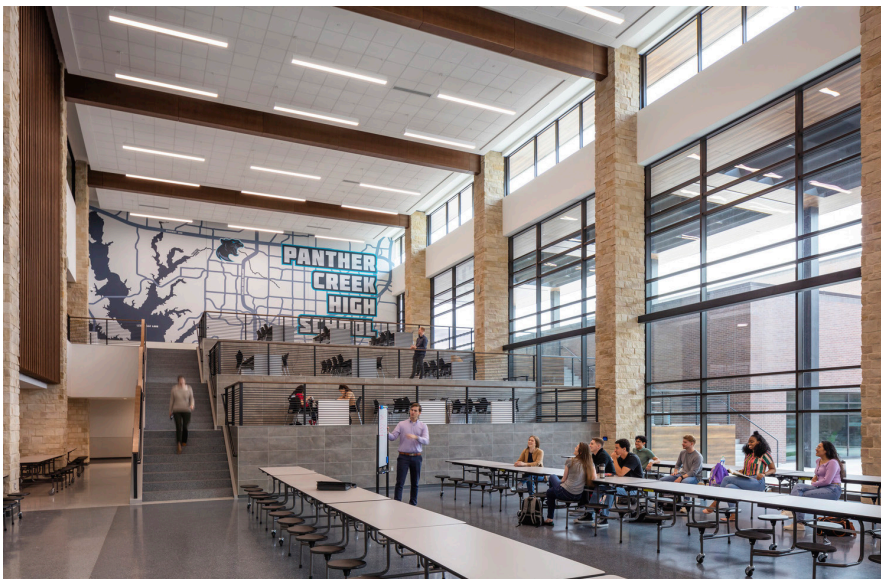


85+  
years in business,  
and growing

900+  
employees  
across 16 locations

95%  
repeat client  
business

[www.corgan.com](http://www.corgan.com)



September 14, 2023

Mr. Juan Zamora  
Assistant Superintendent of Finance & Operations  
Medina Valley Independent School District  
8449 FM 471 South  
Castroville, Texas 78009

## **RE: Long Range Master Planning / District-wide Facility & Safety & Security Assessments**

Dear Mr. Zamora,

Corgan is pleased to provide you the following proposal to assist Medina Valley ISD to develop a comprehensive future, district-wide, long-range master plan. As per our conversation, the district-wide master planning support that Corgan will be providing Medina Valley ISD will include the following:

1. Facility Long Range Master Planning
  - a. Facility Assessment – to include the following campuses; Castroville ES, Lacoste ES, Ladera ES, Luckey Ranch ES, Potranco ES, Medina Valley High School (including PAC and Ag Center) Central Administration, 200 wing building, Higher Learning Center, Transportation Building and Facilities Department Building.
  - b. Development of District Facility Design Standards (compliant with TEA)
  - c. Campus Capacity Analysis
  - d. Long-Range Facility Planning
  - e. District-wide Safety & Security Assessments

### **FACILITY ASSESSMENT**

The Corgan team will analyze the district's assets on a campus level basis, providing district leadership with a current understanding of facility conditions, facility utilization and operational needs.

The Facility Assessment report will document the following conditions:

- Campus Data—Current square footage, age, previous additions, and renovations
- Campus capacity (per TEA facility standards) compared to current enrollment.
- Functional Capacity based on room sizes and uses.
- Utilization—Facility utilization to help analyze current instruction use and operational options.
- TEA Compliance / Non-compliance relative to space use size requirements by TEA
- Facility Assessment –

**Step 1** - Corgan and our consulting engineers will meet with MVISD staff (Administration, Principals, Custodial, Maintenance and Construction personnel) to learn of facility performance issues prior to walking each of the buildings.

**Step 2** – Corgan and our consulting engineers will survey District Facilities to evaluate, and document observed deficient conditions of the following:

1. Facility building envelope, exterior conditions (Corgan)
2. Building interior finishes conditions (Corgan)
3. Building MEPT systems (Cleary-Zimmerman)
4. Food Service Kitchen and Components
5. Campus safety and security systems (Corgan/CZ)
6. Roads, parking, play areas and infrastructure at all campuses (MTR)
7. Accessibility (ADA) assessment of all facilities
8. Facility Roofing and Building Envelope Conditions – (ARMKO)

The report will include plans, photographs, and written assessment of the condition of the buildings and main building systems reflected above. The conditions of each category at each facility will be rated on a scale, indicating the adequacy of the item as compared to “like new”.

### **DEVELOPMENT OF DISTRICT FACILITY DESIGN STANDARDS**

A successful master plan utilizes the facility assessment and district facility design standards as the foundation. The district facility design standards rely heavily on input from administrators and other district staff to best determine the appropriate minimum quality of the learning environment for staff and students of MVISD.

These standards are living documents that evolve with the needs of the educational environment in MVISD. Upon completion of the District Facility Standards, they will be presented and adopted by the MVISD Board of Trustees.

### **LONG RANGE FACILITY PLANNING**

Corgan’s planning team will work with the district to discuss where they are now and where they want to be in 10 or more years. This step is essential in developing the structure for future design of the desired district learning environment, establishing a needs list for future learning environment adjustments that will help the district communicate their goals to the community.

Corgan’s planning team will work with district leadership and stakeholders to analyze and develop:

- Future educational delivery and grade level / program alignment—how does the district want educational delivery to evolve?
- Capital improvement needs (facilities, transportation, and technology)—what assets are needed and how the district can support educational delivery today and in the future.
- Capacity comparison to demographic projections and it’s impact to your campuses.

The Master Plan is the compilation of the facility assessment and long-range facility planning in preparation for a capital program. Once data collection and analysis is complete, Corgan will help the district prioritize needs and develop a timeline and benchmarks for each step in the process. Whether or not any changes are needed in the short-term, the district’s master plan will help stakeholders stay

focused on the goal and create achievable and fiscally responsible goals that are based on data and district needs.

The prioritization process will involve district leadership and the district's Board of Trustees. It's a process for analyzing data to determine what needs to happen first in order for the final result to occur. It is also a method for exploring alternative options. Corgan will help the district develop a master planning committee to review the plan, provide input and help the district begin the process of developing a capital program.

During the master planning process, Corgan will also work with the district to refine the scope of projects based on the project priority list to match a schedule of need for project completion. Corgan will provide Opinions of Probable Costs (OPC) of the prioritized master plan. As the district moves into capital planning, they will be armed with extensive data, clearly defined goals, and a foundation for their future construction/ maintenance program.

## **DISTRICT-WIDE SAFETY & SECURITY ASSESSMENTS**

### **SCOPE OF WORK**

- Phase 1: Assessment Report & Recommendations
  - Clarify TEA requirements for site security, including window film and/or site fencing. Identify the difference between TEA requirements versus guidelines and potential impacts on operations.
  - Provide assessment for each school campus with options for compliance. Depending on the campus configuration and existing infrastructure, variations of fencing and window film application may be considered to achieve compliance.
  - On-site evaluation of each campus to confirm as-builts and current conditions.
  - Meet with District leaders to review compliance paths, especially if the design could impact operations at a campus.
  - ROM cost for each compliance pathway at each campus
- Phase 2: Documentation for Bidding & Construction
  - Produce construction documents for bidding, procurement and construction based on the district's preferred compliance path, including film, fencing and associated access control vehicle gates.
  - Submit to AHJ if required.
  - Construction administration activities, including submittal review and field observations.
  - District to procure contractor to manage and build the indicated scope.
  - Issue construction package for procurement.

**PROPOSED SCHEDULE**

<b>Phase 1</b>	<b>Assessment Report &amp; Recommendations</b>
	Site Analysis
	Draft Report & Owner Review
	Final Report
<b>Phase 2</b>	<b>Documentation for Bidding &amp; Construction</b>
	Construction Documents
	Permitting (if required)
	Procurement & Construction

**FEE PROPOSAL**

Corgan proposes to provide Basic Services as described above for a fixed fee:

- Long Range Master Planning & Facility Assessments: **\$75,000 fixed fee**
- Safety & Security Assessments - Phase 1: **\$24,000 fixed fee**
- Phase 2: Fixed fee (Based on a % of Estimated Construction Costs)

**Total Fee Proposal: \$99,000.00**

**ADDITIONAL SERVICES**

The Architect’s basic fee does not include Permitting Fees, Surveying, Geotechnical, Material Testing, Asbestos Abatement or Monitoring, Test & Air Balance, Third-Party Code Review and Third-Party Roof Observation.

Should the client request any additional design services, Corgan will provide Additional Services on an hourly billing rate basis.

Should the client request any supplemental or additional services of the Architect’s consultants, not included in basic services, compensation shall be the amount invoiced plus 0%.

We appreciate the opportunity to submit a proposal to Medina Valley ISD for this scope of work. Please contact us if you have any additional questions

Sincerely,



**SYLVIA A. CANCINO, AIA, NCARB**

Associate Principal | Education Sector Leader  
Corgan

Accepted:

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Mr. Juan Zamora  
Assistant Superintendent of Finance & Operations

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Date

Attachments:

2023 Terms and Conditions  
Corgan Standard Hourly Rates

# TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

## Validity and Effect

Our proposal is valid for thirty days. Should you ask us to begin work before executing an agreement; you agree that the proposed terms are the contract in force between us, subject to amendment when our agreement is executed.

## Client Responsibilities

You agree to provide complete information about the site and/or building and legal, accounting, insurance counseling and additional specialty consultant services as may be required. We shall be entitled to rely upon and shall have no responsibility to verify the accuracy and completeness of such services and information.

## Statements

You will receive a statement every month for services performed during the previous month. Payment is due upon receipt. Interest will be payable after 60 days at the maximum rate allowed by law. We reserve the right to suspend work without breach of contract if your account is past due and to charge you for all costs incurred by us, including legal fees, if we take action to collect the account. All payments are to be made in US dollars.

## Project Expenses

Project expenses such as, but not limited to, photocopies, reproduction, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that you request will be billed at our standard rates or at our actual expense times 1.10. You also agree to reimburse us at our cost for any sales tax which may be assessed for our professional services.

## Change of Scope

Our fees are subject to equitable adjustment if the agreed scope is changed.

## Construction Phase Services

Any and all construction administration services will be furnished consistent with the terms and conditions of AIA Document B101, most current version, Article 3.6 Construction Phase Services.

## Additional Services

These are services beyond those agreed to, including among others, our revisions due to your adjustments in the project scope, quality, or budget. Additional Services will be billed at standard rates. We can also provide, at your authorization and cost, graphic and signage design, fine art consultation, and specialized computer-produced designs, presentations, imaging, etc.

## Dispute Resolution

All claims and disputes relating to our services will first be addressed through non-binding mediation prior to pursuit of formal claims or litigation. A mediator that is mutually acceptable to both parties will be selected.

## Change Orders

We will review construction change orders for your approval, if these are among the services in our scope of work. Some reasonable extent of change orders resulting from field conditions and unanticipated causes are normal and should be anticipated by contingency in your construction budget.

## Use of Architect's Drawings

Our drawings and specifications are instruments of service solely with respect to this project. As author, we retain copyright, common law, and statutory rights. You may retain copies for reference, but you may not use these on other projects or to complete this project without our express written permission.

## Termination and Suspension

The Agreement may be terminated by either of us upon 7 days' written notice for either cause or convenience. In the event of termination or project suspension, you agree to pay us for services and project expenses then due. If you suspend the project for more than 3 months, we reserve the right to re-negotiate the balance of our fee to reflect current personnel and project restart costs. Should our services be terminated without cause, you agree to release us from all liability from the work we performed.

## Asbestos and Hazardous Wastes

We do not perform services related to the identification, containment or removal of asbestos or hazardous waste, including pollutants, nor will we assume liability for any damages or costs related to these materials existing in buildings, property or construction products.

## Insurance

We carry various forms of industry insurance including Workers' Compensation, Professional Liability and Standard General Liability Insurance. An insurance certificate is available upon request. To the extent damages are covered by property insurance, we agree to waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of insurance.

## Successors and Assigns

You and we agree, respectively, to bind ourselves, our successors, and our assigns to the terms of the Agreement. Neither party may assign this agreement without the approval of the other. Notwithstanding, we may assign this agreement to a Corgan Associates, Inc. controlled entity or affiliate.

## Standard of Care

In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the design profession practicing in this locality. Further, some changes and adjustments in the project will be required in order to correct errors or omissions in construction documents and should be anticipated in your construction budget contingency.

## Limitation of Liability

The total aggregate liability of the Architect, including its subconsultants, will not be greater than two times (2X) the total amount of our fee for professional services for claims against the Architect related to the project and services rendered or failed to render including, but not limited to, professional errors or omissions within the normal standard of care, negligence, strict liability, breach of contract or warranty.

## Waiver of Consequential Damages

To the fullest extent permitted by law, neither the Owner, the Architect, or their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or any third-party beneficiary claiming under the Agreement; or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.

## No Fiduciary Responsibility of the Architect to the Owner

The provisions of this agreement constitute the complete responsibilities and define the relationship of the Owner and Architect; moreover, nothing herein establishes a fiduciary responsibility of the Architect to the Owner.

## Force Majeure

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, pandemic or epidemic, destruction of facilities, riot, insurrection, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

## Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects or interior designers in Texas. The Board may be contacted: P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: (512) 305-9000; or, [www.tbae.ste.tx.us](http://www.tbae.ste.tx.us).

# TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

## Standard Hourly Rates

### Leadership

Managing Principal	\$425
Principal	\$400
Associate Principal	\$375

### Architecture

Sr. Architectural Project Manager	\$350
Architectural Project Manager	\$325
Project Architect	\$275
Project Lead	\$250
Architect	\$225
Project Coordinator	\$215
Project Specialist - Architecture	\$165
Student Architectural Intern	\$110

### Interior Design

Sr. Interior Design Project Manager	\$300
Interior Design Project Manager	\$260
Project Interior Designer	\$225
ID Project Lead	\$215
Interior Designer	\$200
ID Project Coordinator	\$190
Project Specialist - Interiors	\$140
Student Interior Design Intern	\$100

### Workplace Strategy

Director, Workplace Strategy	\$280
Project Manager, Workplace Strategy	\$220
Sr. Specialist, Workplace Strategy	\$180
Specialist, Workplace Strategy	\$165

### Furniture

Director, Furniture Services	\$250
Project Manager, Furniture Services	\$220
Sr. Specialist, Furniture Services	\$150
Specialist, Furniture Services	\$135

### Branded Environments

Director, Branded Environments	\$250
Project Manager, Branded Environments	\$220
Sr. Specialist, Branded Environments	\$150
Specialist, Branded Environments	\$135

### Design

Studio Design Director	\$325
Design Manager	\$250
Project Designer	\$230

### HUGO

Director, HUGO	\$250
Senior Design Researcher	\$185
Design Researcher	\$165

### Technical Design Services

Sr. Practice Advisor	\$300
Sr. Specifier	\$295
Sr. Specialist, Lighting Design	\$290
Sr. Specialist, Roofing	\$250
Sr. Specialist, QA/QC	\$240

Sr. Specialist, Acoustical Design	\$230
Sr. Specialist, Building Hardware Specifier	\$195
Sr. Specialist, Building Codes	\$175
Specialist, Roofing	\$150
Specialist, Lighting Design	\$125
Specification Coordinator	\$115

### Specialists

Sr. Aviation Planner	\$275
Director, Bond Planning Communications	\$250
Director, Data Center Solutions	\$245
Aviation Planner	\$235
Practice Technology, Sr. Manager	\$235
Business Facilitator	\$225
Systems Administrator	\$205
Aviation Project Analyst	\$205
Sr. Practice Technology Specialist	\$205
Practice Technology Specialist	\$200
Corporate Photographer	\$190
Healthcare Planner	\$185
Administrative Assistant	\$175
Director, Model Shop	\$175
Specialist, Education Design Research	\$165
Shop Fabricator	\$160
Graphic Designer	\$160
Construction Administration Specialist	\$150
Sustainability Lead	\$150
Specialist, Document Control Analyst	\$140
Specialist, Bond Planning Communications	\$135
Resource Coordinator	\$135
Graphic Design Intern	\$ 90

### MediaLab

VFX Creative Director	\$295
Executive Creative Director	\$295
Senior Editor	\$235
Lead Look Dev. Artist	\$225
Senior Producer	\$225
Creative Director	\$225
Digital Content Creator	\$215
Shooter/Editor	\$215
Senior Digital Artist	\$215
Immersive Tech Specialist	\$195
Digital Artist	\$180
Technical Artist	\$155
Editor	\$140

### Singapore Only

Consultant III	\$260
Consultant II	\$185
Consultant I	\$110

### UK Only

Architectural Assistant	\$120
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\* Rates are the maximum for each job title

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 09-25-2023*

*RE: Consider award of the Medina Valley Middle School Traffic Improvement Project and delegate authority to the Superintendent to proceed with final negotiations of the contract.*

- A board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which procurement method provides the best value for the district.
- The district shall receive, publicly open, and read aloud the names of the offerors and their bids. (Gov't Code 2269.104)
- Bids may be opened only by the board at a public meeting or by an officer or employee of the district at or in an office of the district. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. Local Government Code Chapter 271, Subchapter B does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid. (Local Gov't Code 271.026)
- Final bid tabulation will be presented at the Board Meeting
- Final award recommendation will be presented at the Board Meeting

Authority: CH (Legal/Local), CV (Legal/Local), CVB (Legal/Local), CVD (Legal)

# Medina Valley Independent School District

*Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 09-25-2023*

*RE: Consider approval of final completion and payment for Potranco Elementary Safety Project.*

The administration recommends approval of final completion and final payment of 5% of the total project (Price \$229,005.00) for the Potranco Elementary Safety Project. *Authority: CH (Legal/Local), CV (Legal/Local), CVB (Legal/Local), CVD (Legal)*



**MEDINA VALLEY INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
PRESIDENT  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
SECRETARY  
BOARD OF TRUSTEES

**J. CRUZ & ASSOCIATES, LLC**

By: \_\_\_\_\_  
JUAN J. CRUZ  
MANAGING MEMBER

## EXHIBIT A

### General Counsel Services

SCHEDULE OF FEES & EXPENSES	CLIENT COST
<u>Legal Services</u>	
Attorneys with 20+ years experience	\$325.00/hour
Attorneys with 10-20 years experience	\$300.00/hour
Attorneys with 10 or less years experience	\$275.00/hour
Paralegals	\$100.00/hour
<u>Expenses</u>	
Database Research	Direct Cost
Courier	Direct Cost
Photocopies	\$0.10 per page
Facsimile	No Charge
Telephone*/Long Distance	No Charge
<u>Travel</u>	
Mileage (personal vehicle)	IRS allowable rate per mile
Logging	Direct Cost
Meals	Direct Cost
Car Rental/Airline/Rail/ Etc.	Direct Cost
Travel Time	Hourly Rate

\* These fees are valid for one year and are subject to review and change at annual intervals. Travel will only be charged for meetings or hearings attended outside the geographical boundaries of MVISD.

# Medina Valley Independent School District

## MVISD Resolution Nominating A Candidate for the Election of Medina County Appraisal District Board of Directors.

Passed and approved on this 25<sup>th</sup> day of September, 2023, the Board of Trustees of Medina Valley Independent School District, hereby nominates and submits to the Chief Appraiser of the Medina County Appraisal District the name and address of the following candidate for the Medina County Tax Appraisal District Board of Directors for a two-year term to begin January 1, 2024.

Name and Address of Candidate:

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In Certification of:

Signed: \_\_\_\_\_  
Medina Valley ISD Board President, Beth Zinsmeyer

Attest: \_\_\_\_\_  
Medina Valley ISD Board Secretary, Jennilea Campbell

**This Interlocal Agreement** (“Agreement”) is entered into pursuant to the authority granted in Texas Government Code, Chapter 791 titled the Interlocal Cooperation Act (“Act”), by and between Medina Valley Independent School District (“Member”), having its principal place of business at 8449 FM 471 S, Castroville, TX 78009 and The Alliance for Community Solutions Ltd (“ACS”), having its principal place of business at 19953 W 162nd Street, Olathe, Kansas 66062. Member and ACS may be referred to individually as “Party” and jointly as “Parties”.

**WHEREAS**, Member is a local government as defined in Texas Government Code, Section 791.003 Definitions, article (4), and

**WHEREAS**, Member has been invited to be a Community Member in the ACS Interlocal Program by Medina County Texas and to actively participate with other members in regional Chapter activities, including the South Texas Regional Alerting Network (“STRAN”), a secure multi-agency alerting and response network available to local jurisdictions through ACS; and

**WHEREAS**, Member’s principal place of business is located in Medina County in the State of Texas, and desires full eligibility as part of the ACS interconnected regional and state networks, that provide a unique combination of integrated technologies and services, whose members jurisdictions work together through ACS to design, develop, maintain, and improve the resiliency, safety and security within communities; and

**WHEREAS**, ACS is nonprofit organization, tax-exempt under Section 501(c)(3) of the Internal Revenue Code, that was created for the purpose of managing the Interlocal program and reducing the burdens to governments by promoting collaboration, resiliency, and the general welfare of communities and their citizens; and

**WHEREAS**, “Community Members” are defined in the ACS Bylaws as “governmental and quasi-governmental entities, jurisdictions or other public-sector organizations as well as not-for-profit organizations that are willing to actively pursue enhancement of the overall welfare and resiliency of their communities by use of sustainable technological solutions and methodologies that are inter-agency based and shared”; and

**WHEREAS**, Section 791.025(b), Texas Government Code provides that “A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods”; and

**WHEREAS**, Section 791.025(c), Texas Government Code provides that “A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services;”, and

**WHEREAS**, Member now desires to document its direct subscription and participation in Services available through ACS under the authorities granted by the Act.

**NOW THEREFORE**, the Parties agree as follows:

## **I. PURPOSE**

The purpose of this Agreement is to enable Member to increase its participation in the collaborative efforts of the ACS membership; including regional member group efforts (e.g. Teams, Chapters, Committees, Advisory Groups, Governing Council) to cooperatively design, plan, fund, implement, host and support technical solutions, equipment, services and supplies (“Services”) related to public safety issues that mutually benefit some or all of the ACS members; to participate in shared efforts to educate the public on public safety matters of universal concern; and, to jointly work to reduce the cost of public safety-related goods and services by

sharing the cost of solution development through local and grant funded projects, as well as leveraging the collective purchasing power of the ACS membership. This Agreement enables Member to further subscribe to the growing number of discounted Services available through ACS. These Services are often only available from ACS – to its members.

## **II. DUTIES OF ACS**

1. ACS will maintain and on request, provide Member with an overview list of ACS Services. It should be noted that this list will continue to change as ACS Community Members continue to recommend, help advance and approve new and changing public-safety related technological solutions, augmenting the number of solutions and Technology Members involved in the delivery of Services and identifying new sustainable sources for the goods and supplies necessary to support those solutions.
2. Upon request, ACS will counsel Member on currently available Services that could be used to meet one or more of Member’s public safety needs and if requested, ACS will assist Member in defining ACS Services to meet, one or more, specific public safety needs.
3. ACS may require a review, including a physical walk-through of the facilities involved with any Scope of Work (SOW) requested by Member to be quoted, planned and/or completed. These will be scheduled with ACS allowing sufficient time for travel, on-site coordination, collection and analysis of details, solution design, project related documents, associated budgets, and creation of one or more SOWs being requested. Any Scope of Work (SOW) to be completed will require approval of the quote by authorized signature prior to invoicing and subsequent commencement or work.
4. As authorized by Member, ACS will conduct a technical assessment of Member’s public safety plans, current solutions, existing and/or planned projects, as well as short and long-term goals to support the future safety, security and resiliency plans for selected Member facilities and/or the community. From this full assessment, ACS can maintain a priority list of issues and a schedule of related Services that would be suggested to meet these public safety concerns, including a related high-level budget. The costs for any full assessment will be established and approved by Member prior to authorization.
5. To maximize the value of the security priorities listing and any Member SOWs, upon request by the Member, ACS or a designated ACS member representative can, as allowed by law, act as a member, or in an advisory capacity, to any designated technology or security committee for the Member. Although unlikely, this can involve an increase to the Member’s fees or charges, based upon the requested level of participation and added out-of-pocket expenses.
6. ACS will provide negotiated discounts that include pre-payment or early payment to vendors and suppliers (“Advance Payment Discounts”). These Advance Payment Discounts will be provided to Member based on the advance payment of related costs in accordance with the provisions below.
7. Advance payment of the ACS, contractors, vendors, and suppliers involved with SOW can result in a significant cost savings to Member versus using the pay-as-you-go approach. By default, all estimates, quotes, and invoices will reflect the Advanced Payment Discounts.
8. In order to avail itself of these Advance Payment Discounts, Member will be required to pay ACS in full amount prior to undertaking any individual SOW. This payment will serve as the notice to proceed to ACS for the SOW(s) specified. To the extent required by Section IV.9 below, ACS will hold eligible advance payments in a segregated account assigned to the qualifying SOW, until distributed per discounted terms with each provider.

9. ACS will assess a reasonable fee for managing the vendor and supplier plans, schedules, payments and designated grants that are involved with the implementation of SOW. Other Services performed by ACS staff will be estimated and charged on an hourly fee basis. The standard fee amounts will be approved by the ACS governing body and assessed / provided as part of each invoice to Member.
10. For all major Services undertaken by Member, ACS will designate multiple Points-of-Contact (POC)s who have been authorized to coordinate with Member Points-of-Contact to provide feedback to ACS and Member decision makers as plans are made and work performed.
11. ACS is responsible for working with vendors and suppliers to resolve any reported problems. Member will work directly with ACS assigned staff, while onsite during installation and setup. ACS will maintain a help desk number and email to report issues with performance or technical functionality, for all Services that are completed and signed-off or part of Member annual subscription.
12. In order to facilitate Member's work and cost justification process, upon request, ACS can provide an estimate for providing the same Services under a pay-as-you go model, recognizing that pay-as-you-go, is not available as an option for many of the Services provided.
13. Member Advance Payment Discounts will also apply to the purchase of consumable supplies (e.g., badge card stock, printer cartridges) and equipment (e.g., badge printers) necessary to support the use of Services being utilized by Member.

### **III. DUTIES OF MEMBER**

1. Upon joining, Member will provide to ACS, a signed copy of the Agreement, along with the endorsed meeting minutes of the Governing Body (a) authorizing signing of the Agreement; and (b) allowing the person in that signatory position, the authority to fully fund and approve work with ACS, as allowed by the Act per the terms of Agreement.
2. Member commits to work with ACS, with the sponsoring member(s) that invited them to join the Interlocal, and with other (future) members that Member may invite to join the program. Likewise, Member agrees to work with other members, through ACS, to build an expanding multi-agency resiliency model to continually improve their community's safety through Services that are in the best interest of Member.
3. Any Scope of Work (SOW) to be completed, will require approval of the quote by authorized signature prior to invoicing and at such point, shall become an integral part of this Agreement. The initial payment of the subsequent invoice, in full or in part, will acknowledge Member's notice to proceed for the entire body of work. Reasonable accommodation will be given by the Parties to adjust schedules and deliverables to achieve the needs of the SOW and the goals of the Agreement.
4. Member will review each submitted change in the scope, costs, or terms and conditions, that is quoted or proposed to each SOW, whether before or during work completion. Any approved changes will be documented and may be reflected in future SOW invoice(s).
5. For Member to take advantage of Advance Payment Discounts, the payment in full of a particular Invoice will serve as the notice to proceed with the Services for the amount paid and an authorization for ACS to make all necessary or appropriate work-related procurements and service commitments to contractors, vendors, and suppliers to complete the SOW.
6. If Member chooses to not take Advance Payment Discounts Member will, (a) notify ACS, in advance of the payment of any applicable Invoice, as such decision will impact the level of discounts, if available, and will require the issuance of a revised Invoice, and (b) promptly pay all Invoices within thirty (30)

calendar days of receipt. In either event, Member will provide ACS with a point of contact and an alternate point of contact (including their current email addresses) who have been designated to receive and process Member's payment obligations.

7. For each SOW or initiative approved by Member, Member will designate one or more POCs who has been authorized by Member to coordinate with and give ACS direction throughout performance of each SOW. In the event that no POC is assigned or the assigned POC becomes unavailable, the primary contact for the Member for this Agreement will perform this role.
8. Unless otherwise specified in writing, the designated or default Member POC will be the authority designated for Member communications with architects, engineers and other consultants separately contracted by the Member and performing work that is related to ACS Services. If direct communications by ACS with other involved parties is authorized in writing, this does not remove the primary responsibility for these communications from the Member. The Member POC will directly notify ACS of all requested changes in Invoices or SOW deliverables. ACS will provide documentation of agreed upon changes and resulting cost changes. The Parties will work to reasonably accommodate requests.
9. Furthermore, the Member POCs will coordinate all communications with ACS contractors, vendors and service providers through an authorized ACS POC for each SOW. If direct communications by Member with ACS Service providers is authorized in writing, this does not remove the primary responsibility for decision and final communications from ACS. ACS will directly notify Member of all requested or anticipated changes in SOW deliverables and costs. The Parties will work to reasonably accommodate requests.
10. In the event Member disputes an Invoice, Member agrees to promptly (but in no event later than 15 days of the Invoice's receipt) notify ACS and then work in good faith with ACS to resolve the issue.
11. Member agrees to accept shipments of products or delivery of services ordered from ACS in accordance with Invoice and communicate with ACS regarding receipt and condition of the shipping containers.
12. Member is responsible for notifying ACS, immediately, of any damage to shipments received and in a timely manner, for any substantial problems in quality of Services provided.
13. Member is responsible for storing and securing all products received or delivered for each SOW in a climate-controlled environment, until installation is completed. If requested, ACS can work with Member to help arrange environmentally suitable storage.
14. Member warrants that all payments, or other disbursements required under this Agreement, as allowed by law, will be made from current revenues budgeted and available to Member.

#### **IV. MUTUAL UNDERSTANDINGS**

1. The intent of this Agreement is, in part, to help facilitate Member's compliance with state bidding requirements, to identify and engage qualified vendors of certain public safety-related commodities, goods and services, to relieve the burdens of the governmental purchasing and other functions, and to realize potential economies, including discounted cost savings for Member on high-end, specialized and/or integrated solutions.
2. ACS will help Community Members maintain, improve and expand the types and availability of Services through shared education and advocacy to gain new community participation in current Services, as well as ongoing initiatives that support goals for multi-regional response and recovery Services, that can include any recognized and supporting community inside or outside the State.

3. It is acknowledged that the primary goods and services provided through ACS represent a unique blend of patented, sole-source and commercially available, but standardized Services and that the commercially available Services have been selected by ACS Members, at large, based on 1) their proven ability to integrate with one or more of the existing patented, sole-source technologies, 2) the benefits of inter-agency cross-community sharing, 3) the use of standardized Services across the membership to support mutual-assistance and maintainability, and 4) their overall cost-effectiveness.
4. Any technologies or services recommended or requested by Member, that are not provided through ACS to the satisfaction of the Member, will require active participation on part of the Member to help evaluate, including any competition between vendors, to provide said Services to Members of ACS. Competition for new vendor solutions or services conducted by Member in support of ACS, shall comply with Section 2155, Texas Government Code.
5. Most services provided by ACS will include documentation and proven practices developed in coordination with vendors and other community members of ACS and Member acknowledges that the work provided to Member by ACS will benefit from lessons learned with other Members and, as such, will also be used to update the knowledgebase of ACS, to benefit future initiatives of the Community Members.
6. It is understood that all ACS projects, scopes of work and provided services are conducted on a fixed-cost basis and any changes in scope of defined work or deliverables may require a change order and resulting change in overall cost, if agreed in advance by Member.
7. Member acknowledges and agrees that if ACS is asked to provide construction-related goods or services, as part of an SOW and the construction-related portion of the work is greater than \$50,000, then Member will be required to (a) certify in writing that the type work being provided does not require the preparation of architectural or engineering level plans and specifications; or (b) obtain the desired architectural or engineering level plans and specifications, at Members cost, from a qualified third party.
8. It is understood that none of the Services typically offered or provided by ACS will require either architectural or engineering level plans and specifications. However, should Member designate and provide access to such engineering plans and specifications in advance of the quote, ACS can work with vendors for both Parties to meet those requirements. Should Member request engineering level documentation, ACS can help contract to provide those Services, within a well-defined scope.
9. ACS will maintain segregated accounts for any individual SOW where prepayments or advances exceeds \$350,000, and the work is scheduled, at the time of invoicing, to last longer than six (6) months in duration, of which more than \$100,000 is expected to be spent after the sixth month. If Member has multiple SOWs being worked simultaneously, within their community, for the purpose of this article, each SOW will be treated as individual SOWs.
10. Upon receipt of the notice to proceed payment by ACS and after the initial payment for Services to contractors by ACS, subsequent milestone payments to contractors will require Member and ACS approval to release subsequent funds from any segregated account, setup per Article IV.9. Periodic work and payment reviews will be shared with Member for these and other related costs.
11. Material delays from suppliers, vendors and contractors that are identified after prepayment is received by ACS, will not initiate an after-the-fact setup of a segregated account for any SOW that did not previously meet the criteria for said account.
12. It is the responsibility of both Parties to understand the submitted SOW prior to approval and once approved, any changes identified by either Party from the approved SOW will be requested and will require the review and subsequent documented approval by both Parties prior to making a change in

deliverables and/or cost. To facilitate these reviews, ACS maintains task assignment and work order processes detailing the specific work to be completed by contracting companies on any defined SOW. These details, along with the tracking of completed work and payments provide a foundation for work reviews and reporting the status of the SOW. The Parties agree to use the standard tracking and review processes and participate as requested.

13. Should Member wish to participate in ACS Services to utilize ACS grant funding for defined SOWs, an additional fee will apply to manage the grant process and the Member may be requested to provide a designated participant as part of an ACS grant team to help fulfill the tasks required to plan, prepare and gather resources needed for grant submittal. If an approved grant requires match funding, Member will be required to provide payments to ACS per the terms above, in support of the SOW.
14. Agreement Term. The term of this Agreement, unless earlier terminated as set forth below, will be for one year, which shall run from September 1<sup>st</sup> through August 30<sup>th</sup> of each year (“Subscription Period”) and will become effective upon approval and authorized signature by both Member and ACS. This Agreement shall automatically renew for successive one-year terms, unless terminated sooner as provided below. The terms and conditions of this Agreement shall apply to the initial term and all renewals unless the terms and conditions are modified and approved in writing by both Parties. Notwithstanding the forgoing or the provisions of Section IV (16), this Agreement shall remain in effect while any SOW remains in effect and shall govern any such SOW.
15. Annual Payments. All subscription payments are pre-paid annually and the payment of the annual Services is due to ACS on or before 30 days prior to the beginning of the annual Subscription Period for that year (e.g. on or before August 1st of each year), as defined on the ACS Invoice. Unless otherwise requested, the annual Invoice will be sent to Member 30-60 days prior, allowing time for payment processing.
16. Termination. Either Party may terminate this Agreement, providing the other Party with at least thirty (30) days written notice in advance of the end of the Subscription Period, with or without cause, which will terminate all associated Services. If Member terminates its participation during the term of this Agreement or if ACS terminates participation of Member under any provision of this Section 13, Member will bear the full financial responsibility for any purchases, requests for Services or financial commitments made by Member prior to or after the termination date.
17. Conflict. For any conflicts that arise between this Agreement, an SOW, an Invoice, other contracts, other interlocal agreements, or external covenants involving ACS Services, whether directly or indirectly provided to Member, this Agreement will prevail.
18. Amendment. During the initial and any subsequent terms of this Agreement, if certain areas need further clarification or revision, the Parties will work in good faith to arrive at written memorandums of understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each Party.
19. Notice. Official notices or correspondence pertaining to this Agreement to either Party from the other may be personally delivered, emailed with read receipt requested or sent by either First Class Mail or another reliable courier, with signature required.

If sent by email, it shall be the responsibility of the emailing Party to confirm receipt of the Notice with the other.

Notice to ACS shall be sent to:  
ACS Executive Director  
19953 W 162<sup>nd</sup> Street  
Olathe, KS 66062  
Email: ExecDirector@YourACS.org

Notice to Member shall be sent to:  
Superintendent, Medina Valley ISD  
8449 FM 471 S  
Castroville, TX 78009  
Email: Scott.Caloss@MVISD.org

20. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party to this Agreement. Member may authorize the usage of Member purchased Services by another entity recognized under ACS bylaws.
21. Force Majeure. To the extent that either Party shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, cyber-attack, active attack, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
22. Emergencies. The Parties agree that due to the cooperative nature of this Agreement and related community and mutual assistance agreements, either Party can be impacted by disasters, emergencies, and incidents either directly or indirectly and that normal scheduled and unscheduled work can be suspended, as needed to fulfill commitments within their own communities or any reasonable expectations to support other communities. To support those communities in need during these times, the Parties will work to reasonably accommodate any related schedule changes for Services to be conducted before, during or after SOW completion.
23. Not a Joint Venture. The Parties agree that this is not a joint venture or partnership and that neither Party will have the authority to bind or incur liability for the other.
24. Severability. No partial invalidity of this Agreement shall affect the remainder of the Agreement.
25. Governing Law. The laws of the State of Texas shall govern this Agreement.
26. Venue. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Medina County, Texas.
27. Authorization. The persons executing this Agreement hereby represent and affirm that they have the authorization to sign the Agreement and that their position in the organization has been granted the authority to approve subsequent work to be requested and/or completed on behalf of their respective entities.
28. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all other agreements and understandings, oral or written, with respect to the matters contained herein.

This Agreement becomes effective as of the last signature date given below.

**BY ACS:**

**BY MEMBER:**

\_\_\_\_\_  
Joe G Abrams, Exec Director      Date

\_\_\_\_\_  
Scott Caloss, Superintendent      Date

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 9/25/2023*

*RE: Consider approving revisions and additions to the 23-24 Compensation Plan.*

District Administration is requesting a new Stipend for the Lead Counselor positions (MS & HS) of \$3,500.00 a year.

District Administration is requesting the creation of two new paraprofessional positions.

- Health Clerk – Pay Grade 2 with 187 days on the Clerical/Paraprofessional Pay Plan.
- Campus Monitor- Pay Grade 2 with 187 days on the Clerical/Paraprofessional Pay Plan.

District Administration is requesting the creation of two new Professional Positions.

- Lead Middle School Counselor- Pay Grade 2 with 217 days on the Administrative/Professional Pay Plan.
- Computer System Manager- Pay Grade 1 with 226 days on the Administrative/Professional Pay Plan.

**SEPTEMBER BUDGET AMENDMENT  
2023-2024 GENERAL FUND**

	2023-2024 ADOPTED BUDGET (AS OF 9/01/23)	2023-2024 AMENDED BUDGET	2023-2024 CURRENT AMENDMENTS (AS OF 9/25/23)	2023-2024 AMENDED BUDGET (AS OF 9/25/23)
<b>Estimated Revenues</b>				
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 35,055,513	\$ -	\$ -	\$ 35,055,513
5800 STATE PROGRAM REVENUES	\$ 49,155,004	\$ -	\$ -	\$ 49,155,004
5900 FEDERAL REVENUES	\$ 1,540,000	\$ -	\$ -	\$ 1,540,000
7900 OTHER SOURCES	\$ -	\$ -	\$ -	\$ -
<b>Total Estimated Revenue</b>	<b>\$ 85,750,517</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,750,517</b>
<b>Appropriations</b>				
11 INSTRUCTION	\$ 49,341,770	\$ -	\$ -	\$ 49,341,770
12 INSTRUCTIONAL RESOURCES/MEDIA SERVICES	\$ 551,395	\$ -	\$ -	\$ 551,395
13 CURRICULUM & INSTRUCTIONAL STAFF DEVELOPMENT	\$ 875,433	\$ -	\$ -	\$ 875,433
21 INSTRUCTIONAL LEADERSHIP	\$ 1,296,439	\$ -	\$ -	\$ 1,296,439
23 SCHOOL LEADERSHIP	\$ 4,573,079	\$ -	\$ -	\$ 4,573,079
31 GUIDANCE, COUNSELING & EVALUATION SERVICES	\$ 3,421,399	\$ -	\$ -	\$ 3,421,399
32 SOCIAL WORK SERVICES	\$ 813,033	\$ -	\$ -	\$ 813,033
33 HEALTH SERVICES	\$ 955,682	\$ -	\$ -	\$ 955,682
34 STUDENT (PUPIL) TRANSPORTATION	\$ 5,430,115	\$ -	\$ -	\$ 5,430,115
35 FOOD SERVICE	\$ 215,064	\$ -	\$ -	\$ 215,064
36 EXTRA-CURRICULAR ACTIVITIES	\$ 2,381,472	\$ -	\$ -	\$ 2,381,472
41 GENERAL ADMINISTRATION	\$ 2,722,585	\$ -	\$ -	\$ 2,722,585
51 PLANT MAINTENANCE & OPERATIONS	\$ 8,816,150	\$ -	\$ -	\$ 8,816,150
52 SECURITY AND MONITORING	\$ 991,402	\$ -	\$ 433,636	\$ 1,425,038
53 DATA PROCESSING SERVICES	\$ 2,038,611	\$ -	\$ 80,000	\$ 2,118,611
61 COMMUNITY SERVICES	\$ 9,373	\$ -	\$ -	\$ 9,373
71 DEBT SERVICE	\$ 86,065	\$ -	\$ -	\$ 86,065
81 FACILITIES AND CONSTRUCTION	\$ 22,815	\$ -	\$ 40,000	\$ 62,815
95 JUVENILE JUSTICE ALTERNATIVE	\$ 5,000	\$ -	\$ -	\$ 5,000
99 OTHER INTERGOVERNMENTAL CHARGES	\$ 650,000	\$ -	\$ -	\$ 650,000
8911 OTHER USES	\$ -	\$ -	\$ -	\$ -
<b>Total Appropriations</b>	<b>\$ 85,196,881</b>	<b>\$ -</b>	<b>\$ 553,636</b>	<b>\$ 85,750,517</b>
<b>Net (Revenues Less Appropriations)</b>	<b>\$ 553,636</b>	<b>\$ -</b>	<b>\$ (553,636)</b>	<b>\$ -</b>

**Managed Asset Portfolio Program (MAPP)  
Fiduciary Oversight and Reporting Services Agreement**

THIS AGREEMENT is effective **9/01/2023** ("Effective Date") by and between TCG Advisory Services, LLC, a registered investment advisor ("TCG"); and **Medina Valley Independent School District** (the "Investor"), a District chartered under the laws of the State of Texas.

WITNESSETH:

WHEREAS, TCG is an investment advisor registered with the Securities and Exchange Commission ("SEC") qualified to do business in all applicable states;

WHEREAS, the Investor wishes to obtain the investment advisory services of TCG for its **Bond Funds** on the terms and conditions set forth herein; and

WHEREAS, TCG desires to perform such investment advisory services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Investment Advisory Services.** TCG will continuously and routinely provide to the Investor guidance and advice regarding suggested investment weightings for the management of the assets of the Fund(s). TCG's investment advisory duties will include, but may not be limited to: assembling, reviewing and monitoring applicable portfolio(s) and selection of appropriate investments for any Fund(s), subject to the investment objectives and risk profiles of such Fund(s) ("Portfolio") and the Texas Public Funds Investment Act ("PFIA"). TCG's advice will encompass the initial review of the Investor's portfolio for the Fund, recommendations for a portfolio structure, and recommended implementation of portfolio investments. TCG shall also submit ongoing recommendations for appropriate changes in portfolio holdings consistent with the objectives of such Fund.

TCG's advisory services shall include:

- a. Periodic portfolio review and performance analysis;
- b. Periodic portfolio recommendations and/or re-balancing;
- c. Periodic review and discussion of recommendations;
- d. Periodic investment strategy advice;
- e. Additional periodic reports on an as needed basis;
- f. Periodic review of local investment policy statement;
- g. Acting as a fiduciary regarding the investments selected and held for the Fund portfolio(s); and
- h. Recommendation of investments for each specific Fund in accordance with Texas State laws (the PFIA) applicable to such Fund, federal tax laws, and local policies of the Fund's

Board of Investors to the extent such policies pertain specifically to that Fund and are stricter than state or federal laws.

2. **Time Schedules.** When portfolio weighting recommendations are provided to the Investor, the Investor will have up to ten (10) calendar days prior to the suggested implementation date (i.e., the date of any re-balancing and/or re-allocation) to review the recommendations and make a decision concerning whether or not to implement the recommendation. If TCG does not receive approval from the Investor within ten (10) calendar days of submitting its recommendations to the Investor, portfolio rebalancing, and the investment of future contributions made to the Plan will be made in accordance with the most recently previously approved investment recommendations.
3. **Fees.** TCG's fees pursuant to this Agreement will be calculated and payable in accordance with the attached Exhibit A, as may be amended by TCG with ninety (90) days' written notice to the Investor. All fees shall be due and payable in full within 30 days of receipt of invoice. If not paid within 30 days, any past due invoices will accrue interest at 5% per annum.
4. **Representations and Compliance Procedures.** TCG is an investment advisor registered with the SEC and engaged in the business of providing investment advice.
5. **Representations of the Investor.** The Investor represents and confirms that:
  - a. It is completely independent of TCG and its affiliates;
  - b. It is authorizing, by this writing, the advisory services contemplated in this Agreement, with full disclosure of the relationship between the investment advisory role of TCG and the securities and support services provided by TCG and/or its affiliates;
  - c. It understands that this authorization may be terminated in accordance with section 6 below; and
  - d. It is the fiduciary to the Fund(s) and as such accepts the fund recommendations from TCG to be consistent with the individual Fund(s) objectives and the specific local investment policy.
  - e. Immediately after entering into the contract and opening the applicable account(s) it will have at least \$1,100,000 under management; or
  - f. It has a net worth in excess of \$2,100,000; or
  - g. It is a "qualified purchaser," as defined by the Investment Company Act of 1940 (in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in investments).
6. **Termination.** This Agreement shall remain in full force and effect until:
  - a. Terminated by the Investor, with a minimum of thirty (30) calendar days written notice to TCG;
  - b. Terminated by TCG, with a minimum of ninety (90) calendar days written notice to the Investor; or
  - c. Terminated by either party in the event of insolvency, bankruptcy, receivership, dissolution, or liquidation of the other party, or an assignment by the other party for the benefit of creditors.

7. **Successors and Assigns.** The rights, duties and obligations of the parties under this Agreement may not be assigned without the prior written consent of the other party. In the event TCG provides Investor with written notice of a proposed assignment, such consent shall be deemed given by the Investor in the event that the Investor does not provide a written objection to such assignment within thirty (30) days of TCG giving notice of the assignment. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or permitted assigns.
8. **Change in Ownership.** Investor acknowledges, notwithstanding the terms of paragraph 7, that transactions that do not result in a change of actual control or management of TCG shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law (these include any recapitalization or sale of a minority interest in TCG).
9. **Indemnity.** TCG will indemnify, defend and hold harmless the Investor and its attorneys, representatives, professionals and agents (collectively, the "Indemnified Parties" or, individually, the "Indemnified Party"), against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation, the reasonable costs and expenses of counsel (collectively, "Losses"), in defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, caused by, relating to, based upon or arising out of (directly or indirectly) TCG's actions pursuant to this Agreement; provided, however, that such indemnity shall not apply to any such loss, claim, damage, liability, or expense to the extent it (a) is found by a court of competent jurisdiction to have resulted primarily and directly from such Indemnified Party's breach of this Agreement, fraud, negligence, bad faith or willful misconduct, or (b) results from any investment losses incurred by the Investor that arise out of or are in any way connected with any recommendation by TCG or other action or failure to act in relation thereto. In all events, TCG's liability and indemnity shall not exceed the fees received pursuant to this Agreement.
10. **Entire Agreement.** This Agreement shall constitute the entire agreement between Investor and TCG with respect to the subject of the services described herein. This Agreement may be amended, modified or replaced only by subsequent mutual written agreement of the parties.
11. **Disputes, Venue, Choice of Law.** The parties agree that all disputes hereunder shall be submitted to non-binding mediation by a mutually agreeable mediator. Mediation fees shall be split equally among the parties. If the parties are still unable to reconcile their differences after the mediator issues its award, either party may file an action in any federal or state court located in Travis County, Texas. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY RULES GOVERNING THE CONFLICT OF LAWS.
12. **Severability.** Where possible in the context of this Agreement, each provision of this Agreement shall be enforced and construed in such a manner as to be effective and enforceable under applicable law; however, if any provision of this Agreement should be held by a court of competent

jurisdiction to be invalid, whether in whole or part, then the invalid provision shall be ineffective only to the extent so declared by such court and such invalidity shall not affect the remainder of such provision or the remaining provisions of this agreement.

13. **Notices.** Any notice provided for under this Agreement shall be given in writing signed by an authorized representative of the Investor or TCG and shall be (i) sent by first class mail to the address specified in the execution of this Agreement, (ii) be delivered by hand, or (iii) sent by facsimile to the party being notified.
14. **Disclosures.** Investor acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the Investor at least 48 hours prior to entering into any written or oral advisory contract with TCG, then the Investor has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Updated ADV's can be obtained by visiting the following SEC website:  
<https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx>
15. **Investment Reporting Services (if elected by Investor).** TCG will provide to the Investor comprehensive reporting on the Investor's Investment Portfolio. TCG's reporting will include compliance reporting that is required by the PFIA. TCG's reporting services shall include, but are not limited to, the following:

Monthly Reporting:

1. A description of the investment position of the Investor on the date of the delivered report;
2. A summary statement of each pooled fund group that states:
  - (i) beginning market value for the reporting period;
  - (ii) ending market value for the period; and
  - (iii) accrued interest for the reporting period;
3. The book value and market value of each separately invested asset at the time of the report generation by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date; and
5. The account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired;
6. A quarterly review and discussion of recommendations, if any; and
7. Additional periodic reports on an as needed basis;

Monthly reporting will be provided to the client within ten (10) business days after receipt of all necessary statements. Investor shall provide and deliver accurate information in a timely manner. TCG is not responsible for information that is late, inaccurate, or omitted.

**Investor elects, by checking the box below, to have the aforementioned Investment Reporting Services provided by TCG Advisory Services, LLC:**

Reporting Services

**IN WITNESS HEREOF**, and intending to be legally bound, the parties have caused this Agreement to be duly executed the day and year first aforesaid.

**ACKNOWLEDGED AND AGREED**

Medina Valley ISD

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone Number

**ACKNOWLEDGED AND AGREED**

TCG ADVISORY SERVICES, LLC

By: \_\_\_\_\_  
Authorized Signature

Scott Hauptmann / Executive Vice President  
Name / Title

8/18/2023

\_\_\_\_\_  
Date

900 South Capital of Texas Hwy, Suite 350  
Street Address

Austin, TX 78746  
City, State, Zip

512-600-5230  
Telephone Number

## Exhibit A: Fee Schedule

### **Investment Advisory Management Fee - Flat**

This fee is charged based on an agreed upon annual fee of **\$49,500** to be billed in twelve (12) equal monthly installments beginning on the Effective Date. This also includes financial and arbitrage reporting. The arbitrage reporting includes 2019, 2021, 2022, and 2023 bonds.

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees Date:*

*Date: September 25<sup>th</sup>, 2023*

*RE: Consider approving a resolution of Self-Certification of Increased Micro-Purchase Threshold*

The Code of Federal Regulations (2 CFR) §200.320, which is methods of federal procurement to be followed, officially sets the micro-purchase threshold at \$10,000 in the aggregate across all federal grant programs for the fiscal or grant year. It also allows the Local Educational Agency (LEA) to annually self-certify a higher micro-purchase threshold of up to \$50,000. This allows the grant purchases made with federal funds to be up to \$50,000 in the aggregate, thus mirroring our current purchasing guidelines.

**Medina Valley ISD**

**Self-Certification of Increased Micro-Purchase Threshold**

WHEREAS, Pursuant to Board Policy CH Local, the Board has authorized the Superintendent to develop purchasing procedures to implement the requirements of state and federal law. Further, the District's Board of Trustees have delegated authority to the Superintendent to make budgeted purchases of goods and services costing less than \$50,000.

WHEREAS, Pursuant to 2 CFR 200.320(a)(1)(iv), a non-Federal entity may self-certify a Micro Purchase Threshold **up to \$50,000** on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with 2 CFR 200.334.

WHEREAS, Pursuant to 2 CFR 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of low-risk, and its documented procurement procedures.

WHEREAS, Pursuant to Texas Education Code (TEC) 44.031, all school district contracts for the purchase of goods and services, except for contracts for the purchase of produce or vehicle fuel, valued at **\$50,000 or more** in the aggregate for each 12-month period shall be made by the method that provides the best value for the district.

THEREFORE, Medina Valley ISD self-certifies that effective July 1, 2023 for fiscal year 2023-2024, its Micro Purchase Threshold, as defined in 2 CFR 200.320(a)(1)(ii), is hereby increased to **\$49,999**. Unless otherwise required by the District's internal purchasing regulations or controls, purchases up to the Micro Purchase Threshold may be purchased without soliciting competitive price or rate quotations if the District considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly.

This self-certification is based on the following justification, as recognized and authorized by 2 CFR 200.320(a)(1)(iv)(c):

Texas law generally permits public school districts to make non-competitive purchases for goods or services valued less than \$50,000 in the aggregate, as set forth in Texas Education Code 44.031(a).

In any instance where Texas or other federal law imposes a requirement to competitively procure any good or service costing less than \$50,000, or where Texas or other federal law imposes more stringent purchasing standards or procedures set forth in 2 CFR Part 200, the District shall follow the more restrictive legal requirement.

APPROVED BY:

\_\_\_\_\_

Dr. Scott Caloss, Superintendent

Medina Valley ISD

Date: \_\_\_\_\_